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Agenda: Children and Families Commission 04-2019

735 East Carnegie Drive, Suite 150, San Bernardino, California 92408

Meeting date, time, and place April 3, 2019
3:30 p.m. to 5:00 p.m.
Commission Conference Center

Pledge of Allegiance Chair or designee will lead the Pledge of Allegiance

SPECIAL PRESENTATION "First 5 San Bernardino 20th Anniversary Celebration" video
Presented by: Inland Empire Community Collaborative

Conflict of Interest Disclosure Commission members shall review agenda item contractors, subcontractors, and agents, which may require member abstentions due to conflict of interest and financial interests.
A Commission member with conflicts of interests shall state their conflict under the appropriate item. A Commission member may not participate in or influence the decision on a contract for which their abstention has been recorded.

Report Legislative Report by Chekesha Gilliam
Government Relations Analyst, County Administrative Office

Report Executive Director's Report by Karen E. Scott

Report Advisory Committee Report by Gary Ovitt, Chair

Consent Items The following consent items are expected to be routine and non-controversial and will be acted upon by the Commission at one time unless any Commissioner directs that an item be removed from the Consent Agenda for discussion.

The agenda and supporting documents are available for review during regular business hours at First 5 San Bernardino, 735 East Carnegie Drive, Suite 150, San Bernardino, California 92408.

Interpreters for hearing impaired and Spanish speaking individuals will be made available with forty-eight hours notice. Please call Commission staff (909) 386-7706 to request the service. This location is handicapped accessible.



CHILDREN AND FAMILIES COMMISSION
for San Bernardino County
AGENDA: APRIL 3, 2019

Subject: Information Relative to Possible Conflict of Interest

Instructions: Contractors, subcontractors, principals and agents are listed below for each applicable agenda item. Commissioners are asked to review the items for possible conflicts of interest and to notify the Commission secretary prior to the Commission meeting of conflicts concerning items on the meeting's agenda. This procedure does not relieve the Commissioner of his or her obligations under the Political Reform Act.

Background: The Political Reform Act of 1974 (Government Code section 87100 et. Seq.) prohibits public officials from making, participating in making or in any way attempting to use their official position to influence a governmental decision in which they have reason to know they have a "financial interest." Additionally, Government Code section 1090 et seq. prohibits public officers and employees from being financially interested in any contract made by them in their official capacity or by the board of which they are members. A limited exception is allowed for County Children's and Families Commissions. (See Government Code section 1091.3)

Item No.	Contractor	Principals & Agents	Subcontractors; Principals & Agents	Commissioner Abstentions/Recusals
1	N/A	N/A	N/A	N/A
2	N/A	N/A	N/A	N/A
3	County of San Bernardino Children's Network	Curt Hagman Chairman Board of Supervisors	Linda Revoner Interim Network Officer	Supervisor Josie Gonzales (Recuse) CaSonya Thomas (Abstain)



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Minutes: Children and Families Commission Meeting

735 East Carnegie Drive, Suite 150, San Bernardino, California 92408

**Meeting Date,
Time and
Location** Commission Meeting
February 6, 2019 – 3:30 p.m.
First 5 San Bernardino

**Pledge of
Allegiance** The Pledge of Allegiance was led by Chair Ohikhuare

**SPECIAL
PRESENTATION** Swearing Out Ceremony for J. Paul Vargas
Swearing In Ceremony for Supervisor Josie Gonzales and Gary C. Ovitt

**Conflict of
Interest
Disclosure** Commission members shall review agenda item contractors, subcontractors, and agents, which may require member abstentions due to conflict of interest and financial interests.

A Commission member with conflicts of interests shall state their conflict under the appropriate item. A Commission member may not participate in or influence the decision on a contract for which their abstention has been recorded.

Attendees **Commissioners Present**

- Maxwell Ohikhuare, M.D.
- CaSonya Thomas
- Josie Gonzales
- Margaret Hill
- Gary C. Ovitt
- Elliot Weinstein, M.D.

Staff Present

- Karen Scott, Executive Director
- Cindy Faulkner, Assistant Director
- Scott McGrath, Deputy Director of Systems and Impact
- Debora Dickerson-Sims, Deputy Director of Finance
- Staci Scranton, Business Support Manager
- Sophie Akins, Commission Counsel
- Marian Fam, Accountant II
- Wendy Lee, Staff Analyst II

- Ronnie Robinson, Staff Analyst II
- Greg Sellon, Accountant III
- Walid Wahba, Staff Analyst II

Changes to the Agenda

None

**Report –
Legislative
Chekesha
Gilliam**

See attached legislative report.



1-2019 F5SB.pdf



F5SB

2019-20_Childrens_Po

**Report –
Executive
Director,
Karen Scott**

Happy New Year and Welcome New and Returning Commissioners

First 5 is happy to welcome Supervisor Josie Gonzales back to the Commission. Through her daily work, passion, and advocacy for children, and always sporting her F5SB lapel pin, she never really left us. Welcome back, Supervisor!

First 5 is equally excited to welcome former San Bernardino County Board Supervisor Gary Ovitt to the Commission. As a former educator and a community and systems building advocate, Gary will bring great insight and leadership. Welcome Gary!

I learned last week that Alan Garrett will not be able to continue in his Commissioner role. The vacancy will be posted and we will begin a search to fill that position.

To fully embrace the whole systems building approach of the Commissions and to nurture the importance of relationship building to further develop our networks for serving children, First 5 staff are working on a Southern California Commissioner convening which is tentatively scheduled for May 9th. This should be a great opportunity especially for our new Commissioners but also an invigorating re-engagement opportunity for our seasoned Commissioners. More information to come as it develops.

Meeting - Governor Newsom's office

On Thursday, February 7th, I have the incredible opportunity, along with First 5 Los Angeles, First 5 San Francisco, First 5 Monterrey and First 5 California to meet with the Governor and his staff to promote the needs for early childhood development. My specific role is to share at both a local and statewide level how we are bringing innovation to scale and changing systems that address healthy development in young children, especially with Early Screening, Identification and Intervention. I will proudly boast about our Help Me Grow work here at home.

Help Me Grow (HMG) Summit, February 6th

There were over 125 people who attended today's summit. Six counties who have implemented HMG in various stages presented on their HMG initiatives as a learning opportunity for all. We could not complete our design phase, develop our strategic plan nor prepare to implement our regional HMG initiative without the incredible input and participation from so many partners which includes elected official representatives, physicians, Offices of Education, hospitals, CBO's, FQHC's, County Departments and more.

Advisory Committee Meeting

The next meeting is scheduled for Thursday, February 28th at 11:30 a.m. here in our office. Our new Chair will lead and we will hold an election for a Vice-Chair, hoping that James Moses is able to continue in that role as he has done quite successfully in this latest term.

Updates and next meetings

Our regional Dental Transformation Initiative and our Quality Start San Bernardino collective system are moving forward with its associated partners and leadership with great results.

We are in full swing of developing our next Strategic Plan, which goes into effect July 2020. The next First 5 Strategic Plan Workgroup will meet on February 27th at 2:00 p.m. here in the F5SB office.

We are looking forward to sharing and strategizing the results from our strategic investments workgroup at a Commissioner workshop scheduled for March 6th. At that workshop, we will also discuss trends and data outcomes.

I look forward to sharing with the Commission, F5 staff, Children’s Policy Council and Human Services Leadership Team the statewide systems building agenda through the First 5 Leadership Network of which I am a member of the first “graduating cohort”. My goal is to prepare a succinct and informative presentation for the March 6th Commission meeting.

Thank you, Commissioners, for your leadership and do know that exciting times are ahead.

Consent

Motion by Commissioner Hill and seconded by Commissioner Weinstein to approve the Consent Items.

Without further comment or objection, motion carried by unanimous vote.

Item No.	CONSENT
1	Approve Minutes of October 31, 2018 Commission Meeting. (Presenter: Ann M. Calkins, Executive Assistant 252-4252)
2	A. Ratify the approval (by the Chairman of the Board of Supervisors) of the employment contract between the County of San Bernardino and Marian Fam as an Accountant II, for an annual cost of \$68,868 (\$49,192 Salary, \$19,676 Benefits) for the period of December 8, 2018 through December 7, 2021. B. Authorize the Assistant Executive Officer of Human Services to execute amendments to extend the term of the contract for a maximum of three successive one-year periods on behalf of the County, subject to County Counsel review. C. Direct the Assistant Executive Officer of Human Services to transmit all documents in relation to contract amendments to the Clerk of the Board of Supervisors within 30 days of execution. D. (Presenter: Karen E. Scott, Executive Director, 252-4252)
3	Approve Amendment A2 for Contract HW055 for a six-month extension with the Center for Oral Health for \$346,875 for a cumulative total of \$2,775,000 for Fiscal Years 2015-2019 for the Early Smiles program. (Presenter: Scott McGrath, Deputy Director of Systems and Impact, 252-4259)

Item No.	DISCUSSION
4	<p>Elect Chair and Vice-Chair for the Children and Families Commission for San Bernardino County. (Presenter: Karen E. Scott, Executive Director, 252-4252)</p> <p>Ms. Scott asked for nominations from the floor for the position of Commission Chair. Commissioner Weinstein nominated Dr. Ohikhuare. Dr. Ohikhuare accepted the nomination.</p> <p>Hearing none further, nominations closed for the position of Commission Chair. Without further comment or objection, commission members unanimously voted in favor of Dr. Ohikhuare to remain as Commission Chair.</p> <p>Ms. Scott asked for nominations from the floor for the position of Commission Vice Chair. Commissioner Hill nominated Dr. Weinstein. Dr. Weinstein accepted the nomination.</p> <p>Hearing none further, nominations closed for the position of Commission Vice Chair. Without further comment or objection, commission members unanimously voted in favor of Dr. Weinstein to remain as Commission Vice Chair.</p>
5	<p>Elect Chair for the First 5 San Bernardino Advisory Committee. (Presenter: Karen E. Scott, Executive Director, 252-4252)</p> <p>Ms. Scott asked for nominations from the floor for the position of Advisory Committee Chair. Commissioner Hill nominated Gary Ovitt. Commissioner Ovitt accepted the nomination.</p> <p>Hearing none further, nominations closed for the position of Advisory Committee Chair. Without further comment or objection, commission members unanimously voted in favor of Commissioner Ovitt to serve as the new Advisory Committee Chair.</p>
6	<p>Approve Amendment A1 to Contract SI029 with Loma Linda University Children's Hospital (LLUCH) resulting in an increase of \$150,000 for a total cumulative amount not to exceed \$549,235 for Fiscal Year 2018-2019 for a data portal build-out. (Presenter: Ronnie Robinson, Section Manager-Systems/Communication, 252-4255)</p> <p>Discussion</p> <p>Dr. Ohikhuare would like to make sure doctors and the public have access. A community portal will be built into the existing data infrastructure for providers and the public. Dr. Weinstein asked if there will be useful downloadable items for doctors to use on the portal. ASQ (Ages and Stages questionnaire) and social determinants of health will be accessible. Loma Linda will build on top of an existing data structure called <i>Epic</i> (an electronic medical record software application - health records keeping system). Dr. Ohikhuare asked how much access will be available to doctors and the public. Brett Walls, Assistant Vice President of LLUCH Ambulatory Care Services, stated they are building a "doorway" for access to the portal and users will need validated credentials and/or some kind of security to get through the "doorway". Default reports can be obtained.</p> <p>Commissioner Gonzales asked if First 5 is entering the initial information. Mr. Walls answered that health care providers across the County will be entering the patient information, as well parents who will be filling out questionnaires that are assigned to them in the portal. Once the assessments are completed, the user will be directed to available resources. LLUCH will be responsible for the build out and security requirements of the data portal. Commissioner Gonzales asked how parents are able</p>

	<p>to access this information. Parents will obtain access through community providers. An outreach committee will disseminate access procedures to providers, who in turn, will provide access and resources to parents through a targeted campaign through schools, etc. and help guide them through the process.</p> <p>This portal system is to continue indefinitely. There are assurances from the Help Me Grow community, stakeholders and providers that they will continue use of this system. There are mandates and legislation to support this portal and the services, assessments and resources it will provide. Creating this build out as a separate project is estimated to cost around \$1.5 - \$2 million dollars.</p> <p><u>Public Comment</u> None</p> <p>Motion made by Commissioner Hill and seconded by Commissioner Weinstein to approve Item 6. Without further comment or objection, motion carried by unanimous vote.</p>
7	<p>A. Approve Amendment A1 to Cooperative Agreement SA-19-02 with First 5 Riverside increasing the agreement by \$75,000 for Fiscal Year 2018-2019 resulting in a total cumulative amount not to exceed \$424,617 for a community accessible data portal build-out for Help Me Grow Inland Empire.</p> <p>B. Authorize the Executive Director or delegate to execute such agreement and take such actions as may be necessary to allow for the receipt of such reimbursement funds.</p> <p>(Presenter: Ronnie Robinson, Section Manager-Systems/Communication, 252-4255)</p> <p><u>Discussion</u> None</p> <p><u>Public Comment</u> None</p> <p>Motion made by Commissioner Ovitt and seconded by Commissioner Weinstein to approve Item 7. Without further comment or objection, motion carried by unanimous vote.</p>

Item No.	INFORMATION
8	Receive information on Local Impact Brief for Fiscal Year 2017-2018. (Presenter: Scott McGrath, Deputy Director of Systems and Impact, 252-4259)

Public Comment

None

Commissioner Roundtable

Commissioner Hill welcomed Gary Ovitt and Supervisor Gonzales to the Commission. Supervisor Gonzales expressed her delight in returning to the Commission. Gary Ovitt expressed his appreciation and excitement to serve on the Commission. Mr. Ovitt mentioned he is Chairman of Children's Fund and will keep the Commission apprised of future Children's Fund events.

Adjournment

Motion to adjourn by Commissioner Weinstein and seconded by Commissioner Gonzales. Without further comment or objection, motion carried by unanimous vote. Chair Ohikhuare adjourned the meeting at 4:41 p.m.

**Next meeting at
First 5 San
Bernardino**

Wednesday, April 3, 2019
“Trends, Data Outcomes and Strategic Investments” Workshop
1:00 p.m. to 3:15 p.m.

Commission Meeting
3:30 p.m. to 5:00 p.m.

Attest

Maxwell Ohikhuare, M.D., Chair

Ann M. Calkins, Executive Assistant



**AGENDA ITEM 2
APRIL 3, 2019**

Subject	Public Hearing on California Children and Families Commission Annual Report for Fiscal Year 2017-2018.
Recommendations	Conduct Public Hearing on California Children and Families Commission Annual Report for Fiscal Year 2017-2018. (Presenter: Scott McGrath, Deputy Director of Systems and Impact, 252-4259)
Financial Impact	None.
Background Information	<p>As required by California Health and Safety Code Section 130125(G), the California Children and Families Commission (CCFC) develops an Annual Report to reflect the annual achievements and expenditures of the First 5 California program. This report offers a summary of the State Commission's history, mission, vision as well as some 2017-2018 highlights as a summarization of the data submitted by the County Commissions.</p> <p>County Commissions are required, in accordance with Section 130140(a)(1)(H) of the Health and Safety Code, to conduct a public hearing of the State annual report. Any comments made by the public or Commissions will be provided to the State Commission.</p> <p>A copy of the Annual Report can be found in the State Commission's website at: http://www.cfc.ca.gov/pdf/about/budget_perf/annual_report_pdfs/Annual_Report_17-18.pdf and a hard copy can be requested from the First 5 San Bernardino office for review.</p>
Review	Sophie Akins, Commission Counsel

Report on Action as taken
Action:
Moved: _____ Second: _____
In Favor:
Opposed:
Abstained:
Comments: _____
Witnessed:

**AGENDA ITEM 2
APRIL 3, 2019**

**CALIFORNIA CHILDREN AND FAMILIES COMMISSION ANNUAL REPORT
FISCAL YEAR 2017-2018**

►► HIGHLIGHTS ◀◀

In accordance with the Health and Safety Code Sections related to Prop 10, First 5 California collects and reviews each county commission's annual report and includes this county-level data in this First 5 CA annual report.

While Prop 10 statutes direct the State and county commissions to achieve common goals and outcomes for children ages 0 to 5, it empowers each individual commission to develop its own strategic plan and programs to accomplish those goals according to the needs of local children and families. At the same time, as this report illustrates, First 5 California and the county commissions work as partners to implement the statewide Signature Programs and identify common policy goals.

For nearly two decades, the California Children and Families Commission (First 5 California) has established standards of quality child care and invested in the development of programs and services emphasizing improvement in early education, child care, social services, health care, research, and community awareness.

The State Board of Equalization collects an excise tax levied on all tobacco products and deposits the revenue into the California Children and Families Trust Fund, allocating 20 percent to First 5 California and 80 percent to county commissions.

In FY 2017-2018, First 5 California received \$70.2 million and County Commissions received \$280.8 million.

First 5 California tracks progress in four key result areas to support evidence-based funding decisions, program planning, and policies:

1. Improved Child Development
2. Improved Child Health
3. Improved Family Functioning
4. Improved Systems of Care

These result areas comprise a framework for reporting and assessing early childhood outcome data. Appendix A and B (pages 53-54) include descriptions of the result areas and services for First 5 California and the 58 county commissions.

This data reporting framework provides a statewide overview of the number, type, and costs of services provided to children and adults for a particular year. Stakeholders can use this information as one source to determine impact and resource allocation from First 5 statewide.

The entire report is available for reviewing:

http://www.cafc.ca.gov/pdf/about/budget_perf/annual_report_pdfs/Annual_Report_17-18.pdf

New Legislation: First 5 California continued to garner awareness of the importance of First 5-funded programs and significant state-level support for its Policy Agenda goals from policymakers, advocacy partners, and other stakeholders during the 2017-2018 state legislative and budget session.

2017 was an active year for policies impacting young child children and First 5 California sponsored legislation for the first time in over a decade. F5CA co-sponsored AB 60 with Parent Voices and the Child Care Law Center, which was implemented and fully funded through the 2017-2018 Budget Act. The policy provisions of AB 60 adopted in the Budget Act modernize how working parents become eligible for childcare subsidies by updating eligible criteria to 70 percent of the current state median income (SMI) for all childcare programs. In addition, the policy also ensures families receive a minimum of 12 months of continuous care, even if they experience minor pay changes, so they will not be forced to decline a raise in order to retain care for their children.

F5CA also co-sponsored the New Parent Leave Act-SB 63 with the California Employment Lawyers Association and Legal Aid at Work, which was signed into law on October 12, 2017. SB 63 provides up to 12 weeks of job-protected maternity and paternity leave for more California employees. (Additional information on Page 10 of the Annual Report).

First 5 IMPACT: First 5 California completed the third year of a five-year, \$190 million investment in First 5 IMPACT (Improve and Maximize Programs so All Children Thrive) supporting a statewide network of local quality rating and improvement systems (QRIS) statewide. QRIS is a research-based strategy to improve the quality of early learning settings across the entire continuum – from alternative settings and family, friend, and neighbor care, to family childcare homes, centers and preschools. First 5 IMPACT builds on a successful network of local quality improvement efforts, forges partnerships with all 58 counties, builds on past F5CA programs, and aligns with and leverages federal, state, and local investments.

As of June 30, 2018, there were over 6,800 sites participating QRIS sites across the state, an increase of nearly 1,000 sites from the previous fiscal year. Of the total, 56 percent were centers, 36 percent were family childcare homes, and 8 percent were alternative sites such as libraries, home visiting programs, family resource centers, and family, friend, and neighbor providers.

Tobacco Cessation: First 5 California supports the toll free California Smokers' Helpline at 1-800-NO-BUTTS which provides one-on-one telephone counseling, self-help materials, and referrals to local resources. In Fiscal Year 2017-2018, First 5 California supported the helpline with \$1.4 million for tobacco cessation services for parents and caregivers of young children, as well as for training of pediatric care providers to screen for secondhand smoke

exposure. First 5 California participants are provided with telephone counseling and also receive free nicotine patches sent directly to their homes.

First 5 California's investment provided Helpline services for a total of 3,301 participants, including 173 pregnant smokers and 3,128 tobacco-using parents or caregivers of children ages 0 to 5.

FIRST 5 CALIFORNIA COMMISSION MEMBERS FY 2017-2018

<i>Commission Member</i>	<i>Appointing Power</i>
George Halvorson, Chair	Governor
Lupe Jaime, Vice Chair	Governor
Joyce Iseri, Vice Chair	Senate Rules Committee
Alejandra Campoverdi	Senate Rules Committee
Conway Collis	Speaker of the Assembly
Muntu Davis	Governor
Monica Fitzgerald	Senate Rules Committee
Shana Hazan	Speaker of the Assembly
Molly Munger	Speaker of the Assembly
<i>Ex Officio Members</i>	
Michael Wilkening	Secretary of the California Health and Human Services Agency
Jim Suennen, Ex-Officio Designee	



AGENDA ITEM 3
APRIL 3, 2019

Subject	Contract SI030 with County of San Bernardino Children's Network
Recommendations	Approve Contract SI030 with County of San Bernardino Children's Network in the amount of \$459,877 per year for Fiscal Years 2019-2022 with a cumulative total amount not to exceed \$1,379,631 for the delivery of countywide educational campaigns and community events addressing child abuse prevention. (Presenter: Renee Jones Staff Analyst II, 252-4273)
Financial Impact	\$1,379,631 for Fiscal Years 2019-2022.
Background Information	<p>The Commission approved Contract CE010 with Children's Network on April 6, 2016 for community engagement and systems improvement to support the prevention of child abuse.</p> <p>Since that time, Children's Network has served as a leader for community engagement and systems improvement for the prevention of child abuse. Children's Network is also committed to promoting father engagement in order to build stronger families and more resilient communities. Children's Network has focused on raising awareness of fatherhood involvement and the positive impacts on children. In addition, Children's Network facilitates trainings throughout the County in conjunction with San Bernardino County's Children and Families Services Department, Department of Public Health, and the Department of Behavioral Health, and creates media campaigns focusing on abuse prevention</p> <p>Children's Network has developed a comprehensive and strategic media campaign that allows First 5 San Bernardino to collaborate with the Children's Policy Council, the Child Abuse Prevention Council, and other County departments in an effort to prevent child abuse. The goal of the campaign is to create public awareness on the prevention of child abuse, focus on safe sleep, shaken baby syndrome, post-partum depression, domestic violence and other topics related to child abuse prevention and child safety. Additionally, Children's Network will continue to create awareness of community resources to assist in meeting the needs of children ages 0-5 and their families in San Bernardino County.</p> <p>Approval of this contract will provide continued support of the Annual Shine a Light on Child Abuse Awards Breakfast, Children's Network Conference, the Fatherhood Initiative, community collaborative meetings, strategic media campaigns, and trainings for parents that support the prevention of child abuse countywide.</p> <p>Approval of this contract supports the Commission's Strategic Plan:</p> <p>SPA 2: Systems and Networks Objective 2.1.a – Systems and services effectively support and engage children, families and communities.</p> <p>Objective 2.1.b - Families, providers and stakeholders collaborate effectively to improve the well-being of the child.</p>
Review	Sophie Akins, Commission Counsel

Report on Action as taken
Action:
Moved: _____ Second: _____
In Favor:
Opposed:
Abstained:
Comments: _____
Witnessed:

**CHILDREN
AND FAMILIES
COMMISSION
FOR
SAN BERNARDINO COUNTY

STANDARD CONTRACT**

<i>FOR COMMISSION USE ONLY</i>						
<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code 50000460	SC	Dept. 903	A		
Organization Children and Families Commission				Contract Number SI030		
Commission Representative Cindy Faulkner, Assistant Director				Contractor's License No.		
Telephone 909-386-7706			Total Contract Amount \$1,379,631			
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:						
If not encumbered or revenue contract type, provide reason:						
Commodity Code 95200	Contract Start Date July 1, 2019	Contract End Date June 30, 2022	Original Amount	Amendment Amount		
Cost Center 9033009900		GL Account 53003357	Internal Order No. 100734	Amount \$459,877		
Cost Center		GL Account	Internal Order No.			
Cost Center		GL Account	Internal Order No.	Amount		
Abbreviated Use Community Engagement & Systems Improvement	FY	Estimated Payment Amount	I/D	Total by Fiscal Year FY	Amount	I/D
	19-20	\$459,877	I			
	20-21	\$459,877	I			
	21-22	\$459,877	I			

THIS CONTRACT is entered into in the State of California by and between the Children and Families Commission for San Bernardino County, hereinafter called the Commission, and

Legal Name (hereinafter called the Contractor)

County of San Bernardino

Department/Division

Children's Network

Address

825 E. Hospitality Lane, 2nd Floor

San Bernardino, CA 92415-0049

Phone

(909) 383-9696

Federal ID No.

95-6002748

Program Address (if different from legal address):

WHEREAS, the Commission has been authorized by the State of California under Section 130100 -130155 of the Health and Safety Code and Section 30131.2 of the Revenue and Taxation Code, in accordance with the Children and Families Act of 1998, to promote, support and improve the early development of children prenatal through age five, and

WHEREAS, the Commission has been authorized by these cited references and by County of San Bernardino Code under Sections 12.291 – 12.297 to contract with organizations for services to children prenatal through age five and their families in San Bernardino County, and

WHEREAS, the Commission desires that such services be provided by Contractor and Contractor agrees to provide the services as set forth in this Contract,

NOW THEREFORE, in accordance with the conditions stated herein, the Commission and Contractor mutually agree to the following terms and conditions:

Auditor-Controller/Treasurer Tax Collector Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

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PROGRAM WORK PLANAttachment A

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I. DEFINITIONS

Accessibility: Ease of obtaining services, measured by addressing geographical, travel and other barriers.

Adult-Adolescent Parent Inventory (AAPI): An inventory designed to assess the parenting and child rearing attitudes of adult and adolescent parent and pre-parent populations. Based on the known parenting and child rearing behaviors, responses to the inventory provide an index of risk for practicing behaviors known to be attributable to child abuse and neglect.

Affordable Care Act (ACA): Health care reform law enacted in March 2010. Affordable Care Act (ACA) refers to the final amended version of the law.

Ages and Stages Questionnaire (ASQ-3): A developmental screening tool to screen young children to easily identify potential delays as early as possible and determine which children need further assessment or ongoing monitoring. The ASQ:Social Emotional (ASQ-SE) tool measures the social and emotional competence of children.

Asthma: Is a disease/condition that affects the lungs. It causes repeated episodes of wheezing, breathlessness, chest tightness, and nighttime or early morning coughing and is one of the most common long-term diseases of children although adults may also have this condition.

Basic Needs: Necessities to meet the food, shelter, and immediate safety needs of a parent and/or child. These resources are meant to address an immediate need.

C4Yourself: A Component to the C-IV System that allows customers to apply for Food Stamps, Medi-Cal, CalWORKS, and CMSP via the internet. Customers enter information to apply online and the data transfers to the C-IV System automatically. Customers have the ability to complete and submit their annual redeterminations/recertifications, access their quarterly/mid-year status reports and have the ability to view the status of their cash/benefits.

Capital Expenses: Costs of construction projects, including but not limited to; brick and mortar type projects, demolition, room expansion, carpet installation, air-conditioner or water heater installation/replacement, wheel-chair access ramps, stationary playgrounds or vehicle purchases.

Care Coordination: A service deliverable that includes the following activities: implementing an active outreach system to underserved populations, establishing a family's eligibility for services or funding, providing information, answering questions and helping people make decisions about services, helping families complete paperwork to obtain services, making and following up on referrals to health care providers, helping families find interpreters, determining potential barriers for parents and problem-solving to reduce the barriers, arranging for transportation for medical appointments, scheduling appointments and coordinating with other health care appointments if possible, explaining the importance of health care and answering some common health questions, reviewing responsibilities and rights of patients and of health care providers, coordinating with families to facilitate follow-up on recommendations and routine care, and providing re-enrollment assistance.

Caries: A biofilm (plaque)-induced acid demineralization of enamel or dentin, mediated by saliva.

Carryover Clients: A client receiving services across multiple fiscal years. This scenario can only occur relative to the FDM only.

Cost Effectiveness: Achieving the desired goal with the minimum of expenditure.

Child Care Licensing: Managed by the State of California. This agency licenses and monitors Family Child Care Homes and Child Care Centers in an effort to ensure they provide a safe and healthy environment for children who are in day care.

Child Development Permit Matrix: Issued through the California Commission on Teacher Credentialing who authorize multiple permit levels for a variety of services in child care and child development programs.

Demonstrated Outcomes: Data supported evidence that indicators addressed through the program demonstrate marked improvement.

Dental Home: Ongoing relationship between the dentist and the patient, inclusive of all aspects of oral health care delivered in a comprehensive, continuously accessible, coordinated, and family-centered way.

Dental Screening: A visual assessment of the child's oral health, done without instrumentation or the use of x-rays or any other diagnostic equipment. The provider observes, provides fluoride varnish and notes the condition of the teeth, surrounding soft tissues, simple jaw relationships and overall oral hygiene.

Dental Treatment: Includes a thorough dental examination with the use of x-rays and proper instruments to diagnose the condition of the teeth and other oral structures. A full scope of treatment may include preventative services, such as cleaning and oral hygiene instruction for parent and/or child, as well as restoration or removal of damaged teeth and proper space maintenance. Complete treatment results in the proper function and comfort of the child's mouth in a developmentally appropriate way. It anticipates the best possible outcome for healthy permanent teeth.

Desired Results Development Profile (DRDP): An observation tool for teachers to record individual progress toward the achievement of four Desired Results for children; Children are personally and socially competent; Children are effective learners; Children show physical and motor competence; Children are safe and healthy.

Direct Costs: Costs that can be identified specifically with a particular final cost objective, such as a particular project, service, or other direct activity of an organization.

Dosage: The frequency and level of exposure to services offered to the participant.

Evidence-Based: Refers to the use of research and scientific studies as a base for determining best practices.

Family Development Matrix (FDM): Tool that is used in partnership with families to assess their strengths and issues of concerns and guides the Family Empowerment Plan; facilitates participation by the family and the provider. It measures over time the progress of family outcomes and the effectiveness of interventions.

Family Empowerment Plan: A collaborative process that assesses, plans, implements, coordinates, monitors, and evaluates the options and services required to meet the client's needs in a limited time frame based on a service plan and appropriately aligned with the Nurturing Parenting Program session. Characterized by advocacy, communication, resource navigation, quality cost-effective interventions and outcomes, and linking the client with systems.

Full Time Equivalent (FTE): A measurement equal to one staff person employed in a full-time work schedule and which is, for purposes relating to this contract, calculated at 2,080 hours in a year. FTEs provide a common unit of measurement for positions budgeted. The number of FTEs is the cumulative value expressed, using the full-time equivalent measurement as a baseline, as a total percentage of time or as a total percentage of funds related to a particular classification.

Federally Qualified Health Center (FQHC): Entities as defined by the Social Security Act at section 1905(l)(2) which, "(i) is receiving a grant under section 330 of the Public Health Service Act, or (ii)(I) is receiving funding from such a grant under a contract with the recipient of such a grant and (II) meets the requirements to receive a grant under section 330 of the Public Health Service Act, (iii) based on the recommendation of the Health Resources and Services Administration within the Public Health Service, and is determined by the Secretary to meet the requirements for receiving such a grant including requirements of the Secretary that an entity may not be owned, controlled, or operated by another entity; or (iv) was treated by the Secretary, for purposes of Part B of title XVIII, as a comprehensive Federally-funded health center as of January 1, 1990, and includes an outpatient health program or facility operated by a tribe or tribal organization under the Indian Self-Determination Act or by an urban Indian organization receiving funds under Title V of the Indian Health Care Improvement Act for the provision of primary health services." In considering these definitions, it should be noted that programs meeting the FQHC requirements commonly include the following (but must be certified and meet all requirements stated above): Community Health Centers, Migrant Health Centers, Healthcare for the Homeless Programs, Public Housing Primary Care Programs, Federally Qualified Health Center Look-Alikes, and Tribal Health Centers.

Indirect Costs: Costs that have been incurred for the benefit of multiple projects or activities and cannot be readily identified with a particular final cost objective. An organization having several major functions may need to accumulate the indirect costs into separate groupings and then allocate proportionally to the benefiting functions by means of a base which best measures the relative degree of benefit. The indirect cost rate would be used to distribute the proportional amount of indirect costs to the individual projects or activities based on a Board approved cost allocation plan.

Inland Empire Autism Assessment Center of Excellence (AAE): AACE will be designed to provide a comprehensive assessment for all children referred as potentially being diagnosed with Autism Spectrum Disorder ASD. The center will be designed around the child to be child-centric rather than agency-centric.

Nurturing Parenting: Family-centered initiative designed to build nurturing parenting skills as an alternative to abusive and neglectful parenting and child-rearing practices. The long-term goals are to prevent recidivism in families receiving social services, lower the rate of multi-parent teenage pregnancies, reduce the rate of juvenile delinquency and alcohol abuse, and stop the intergenerational cycle of child abuse by teaching positive parenting behaviors.

Nurturing Parenting™: Evidence/research based curriculum that is a family-centered and trauma-informed initiative designed parenting and child-rearing practices. The programs feature activities to foster positive parenting skills and self-nurturing, home practice exercises, family nurturing time, and activities to promote positive brain development in children birth to 18 years.

Nurturing Skills Competency Scale (NSCS): A comprehensive criterion referenced measure designed to gather demographic data of the family, as well as knowledge and utilization of Nurturing Parenting Practices. The data generated from the pre-post administration and NSCS allows parents and staff an opportunity to measure changes in family life, knowledge and utilization of Nurturing Parenting practices.

Obesity: Defined as a BMI at or above the 95th percentile for children of the same age and sex within the ages of 2-19 years.

Outcome: The result, which the Commission seeks (as outlined in the Strategic Plan) and to which all performance targets must contribute to a measurable change.

Overweight: Is defined as a BMI at or above the 85th percentile and lower than the 95th percentile for children of the same age and sex within the ages of 2-19 years.

Parenting Education: Programs that improve knowledge and increase positive parenting skills.

Parent-Peer: Parents assisting other parents by advocating, guiding and providing moral support as they navigate systems and services.

Participant: A recipient of funded services in accordance with the target population, are children, prenatal through age five and/or pregnant women.

Participant Support: Budget line item category for items purchased to remove barriers or to provide motivation to participants upon completion of the program. Items purchased should be relative to the program objectives. Gift cards are not an allowable expense.

Participant Transportation: Budget line item category for costs involved with transporting participants to needed services and/or appointments.

Perinatal Parent Education Program: Programs that address the concerns and needs of a pregnant woman, her infant child, and the woman's support system. These programs address and affect not only healthy birth outcomes but improved child well-being and family stability outcomes as well.

Performance Target: The specific result that a Contractor seeking investment will commit to achieve. It is tangible in the sense that it can be verified and narrow enough to be directly achieved by the Contractor. It almost always represents a measurable change in the participant of a program.

Professional Services/Consultants: Independent contractors hired to perform services not related to providing direct services. Examples include janitorial services, bookkeeping services, speakers, etc.

Program Materials/Supplies: Budget line item category for items directly related to service delivery such as course curriculum, children's books, journals used by participants, child development toys, etc.

Program Work Plan: A document containing program expectations and deliverables as agreed upon by First 5 San Bernardino and program contractors. The work plan includes information on the individual components of the program in addition to structure including dosage, activities, outcome expectations and verification methods. This document is signed by the contractor leadership and is approved by the First 5 San Bernardino Commission.

Quality Child Care: Licensed child care and early learning programs (including home-based and center-based care) are safe, healthy, nurturing, stimulating, supportive, interactive, culturally appropriate and sensitive to the needs of all children. They promote early education and the development of trusting relationships to support individual children's physical, emotional, social and intellectual development.

Relapse: The process of becoming unable to cope with life in sobriety. The process may lead to renewed alcohol or drug abuse, physical or emotional collapse, or suicide and is marked by predictable and identifiable warning signs that begin long before a return to use or collapse occurs.

Relapse Prevention: Efforts to teach people to recognize and manage warning signs so that they can interrupt the progression to relapse or collapse and return to the process of recovery.

Request for Proposal (RFP): The document used to solicit a solution or solutions from potential Contractors to a specific problem or need.

Researched Based: See evidence-based: Using research as the basis for determining best practices.

Reasonable Rate of Success: Total number of program participants expected to successfully complete the program meeting the outcome targets.

Resource Center: A facility to which children, prenatal through age five, and families access services needed. Two basic program elements must be present at a Resource Center for it to meet the minimal definition: (i) referrals and linkages to critical services and programs, not represented physically at the center, and (ii) case management (see definition for Case Management).

Rural Health Clinic (RHC): Clinics that are certified under section 1861(aa)(2) of the Social Security Act to provide care in underserved areas, and therefore, to receive cost-based Medicare and Medicaid reimbursements.

Satisfaction Survey: Survey designed to measure the participant's overall satisfaction with the services rendered. Satisfaction Surveys address specific aspects of service provision in order to identify problems and opportunities for improvement.

Special Needs: Children having an identified disability, health, or mental health condition(s) that require early interventions, special education services, or other specialized supports.

Staff Development/Training: Budget line item category for expenses associated with staff training, conferences, retreats, classes, and any other staff development activities related to the funded program.

Staff Mileage/Travel: Budget line item category for employee mileage and travel costs (including lodging and food) for travel related to the program, based on the current IRS allowable rate.

Strengthening Families™: A framework for working with children and families. The approach allows for consistency across child- and family-serving systems and acknowledges the interdependent factors affecting families every day. The foundation of this framework is built upon five research-based Protective Factors. When these Protective Factors are present and robust, families are less likely to experience child abuse or neglect and are more equipped to create environments for young children's optimal development.

Subcontractor: Agencies contracted by the primary Contractor to provide direct services for which they will be responsible for achieving the performance targets for the portion of services they are providing. Contractor shall be responsible for the performance of any subcontractor.

Unduplicated Clients: Clients who are counted as receiving service for the first time in a fiscal year.

Uninsured: Individuals not covered by health insurance.

Verification: Validates that something represented to happen does in fact take place. The verification tools must be approved by the Commission.

Women, Infants, and Children (WIC): The Special Supplemental Nutrition Program for Women, Infants, and Children - better known as the WIC Program - serves to safeguard the health of low-income pregnant, postpartum, and breastfeeding women, infants, and children up to age 5 who are at nutritional risk by providing nutritious foods to supplement diets, information on healthy eating including breastfeeding promotion and support, and referrals to health care. Is maintained by the Food and Nutrition Service (FNS), a Federal agency of the U.S. Department of Agriculture, responsible for administering the WIC Program at the national and regional levels.

II. CONTRACTOR'S SERVICE RESPONSIBILITIES

A. Contractor, County of San Bernardino Children's Network, hereafter referred to as the "County or Contractor," shall provide all program services identified in this Contract, including Attachment A – Program Work Plan and Attachment B – Program Budget . Pursuant to Section II, paragraphs D & F, and Section III, paragraph BB, and Section VIII, paragraph D of the Contract, Attachment A will be amended to list the specific quantitative targets for the respective year.

B. Contractor shall provide services in a manner consistent with the Principles on Equity as adopted by the Commission and as available by the Commission.

C. Contractor shall coordinate with appropriate agencies to enhance service provision and to maximize usage of California Children and Families Trust Fund monies available.

D. Contractor shall deliver performance targets as specified in the Contract and provide evidence of achievement as identified in the verification. The verification tools must be approved by the Commission. When specified by the Commission, verification tools must be developed in collaboration with staff or agencies as designated by Commission.

E. Contractor shall cooperate with any consultant, technical advisor, or committee as designated by the Commission to support the evaluation system development and implementation process.

F. Contractor's Program Work Plan (Attachment A) and other program specific data collection information requested by the Commission will be placed in the Commission's web based data system. Contractor is bound by the information contained in the data collection system. If there is a discrepancy between the Contractor's Program Work Plan (Attachment A) and the data collection system, the information in the system will take precedence over the Program Work Plan and will be used to evaluate Contractor's performance under the Contract. It is the responsibility of the Contractor to ensure that the information entered into the data system, as it relates to the Performance Program Work Plan and/or other program specific data collection information requested by the Commission, fully captures the intent of the program/project for the term identified in Section VIII.

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III. CONTRACTOR'S GENERAL RESPONSIBILITIES

A. Participants

Contractor understands and acknowledges that the services under this Contract are for the purposes of promoting, supporting and improving the early development of children prenatal through age five. As such, services provided under this Contract shall offer a direct benefit to this population. Any service provided beyond this limitation, unless as agreed upon in this Contract, is a breach of contract and an unauthorized expenditure of Children and Families First Act funds. Services to siblings and family members who are not parents or primary caregivers may only be incidental to services provided to children prenatal through age five.

B. Contractor Capacity

In the performance of this Contract, Contractor its agents and employees shall act in an independent capacity and not as officers, employees, or agents of the Commission.

C. Contract Assignability

Without the prior written consent of the Commission, the Contract is not assignable by Contractor either in whole or in part.

D. Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, subcontractors, independent contractors, consultants, professional service representatives, volunteers and the Commission. Contractor shall make a reasonable effort to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties. In addition, Contractor's employees shall not simultaneously receive payment for work done as an independent contractor without obtaining prior approval from the Executive Director of the Commission, or authorized designee. In the event that the Commission determines that a conflict of interest situation exists, the Commission may disallow any increase in costs associated with the conflict of interest situation and such conflict may constitute grounds for termination of this Contract.

E. Former Commission Administrative Officials

Contractor agrees to provide or has already provided information on former Commission administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former Commission administrative officials who terminated Commission employment within the last five (5) years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "Commission Administrative Official" is defined as a member of the Commission or such Administrative Staff.

If during the course of the administration of this Contract, the Commission determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the Commission, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the Commission is entitled to pursue any available legal remedies.

F. Subcontracting

Contractor agrees not to enter into any subcontracting agreements for work contemplated under this Contract without first obtaining written approval from the Commission. Any subcontractor shall be subject to the same provisions as the Contractor. Contractor shall be ultimately responsible for the performance of any subcontractor.

G. Recordkeeping

Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of the Contract.

Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the appropriate Office of Management and Budget (OMB) Circulars that state the administrative requirements, cost principles and other standards for accountancy.

The Commission shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.

H. Change of Address

Contractor shall notify the Commission in writing of any change in mailing and/or service address. Notification shall occur in advance of the address change. At a minimum, notification must occur within five (5) days of the address change. Change of address shall not interrupt service deliverables outlined in Attachment A.

I. Staffing and Notification

Contractor shall notify Commission of any continuing vacancies beyond thirty (30) days and any positions that become vacant during the term of this Contract that may result in reduction of services to be provided under this Contract. Upon notices of vacancies, the Contractor shall apprise Commission of the steps being taken to provide the services without interruption and to fill the position as expeditiously as possible. Vacancies and associated problems shall be reported to the Commission on each periodically required report for the duration of said vacancies and/or problems.

In the event of a problem or potential problem that will severely impact the quality or quantity of service delivery, or the level of performance under this Contract, Contractor will notify the Commission within one (1) working day, in writing and by telephone.

J. Contractor Primary Contact

The Contractor will designate one individual to serve as the primary contact and one to serve as the alternate contact, if primary contact is unavailable, on behalf of the Contractor and will notify the Commission of these designees within fifteen (15) days after Contract approval. The primary contact shall have the authority to identify, on behalf of the Contractor, other parties able to give or receive information on behalf of this Contract.

Contractor shall notify the Commission when the primary contact will be unavailable or out of the office for two (2) weeks or more or if there is any change in either the primary or alternate contact.

K. Responsiveness

Contractor or a designee must respond to Commission inquiries within five (5) business days.

L. Grievance Policy

Contractor shall provide a system, approved by the Commission, through which participants of services shall have an opportunity to express their views and complaints regarding the delivery of service. Grievance procedure must be posted prominently in English and Spanish at service sites for participants to review.

M. Governing Board

The "Governing Board" of the Contractor is understood to be the County of San Bernardino Board of Supervisors (Board). The Commission has access to all public records of the Board meetings and these shall serve to provide any and all required information.

N. Confidentiality

- Contractor shall ensure that all staff, volunteers and/or Subcontractors performing Services under this Contract comply with the Commission's Policy 18-01 Non-public Personally Identifiable Information specified at <http://first5sanbernardino.org/CommissionPolicies.aspx> prior to providing any Services. Contractor shall immediately notify the Commission of any suspected or actual breach of confidential information as further detailed in the requirements. These requirements specified at <http://first5sanbernardino.org/CommissionPolicies.aspx> are hereby incorporated by this reference.
- Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information not identifying any participant. Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.
- Contractor shall comply with all applicable provisions of the [Health Insurance Portability and Accountability Act of 1996](#) (HIPAA), as applicable.

O. Child Abuse Reporting

Contractor shall ensure that all known or suspected instances of child abuse or neglect are reported to the appropriate law enforcement agency and/or to the appropriate Child Protective Services agency. This responsibility shall include:

- Assurance that all employees, agents, consultants or volunteers who perform services under this Contract and are mandated by [Penal Code Sections 11164 et seq.](#) to report child abuse or neglect, sign a statement, upon the commencement of their employment, acknowledging their reporting requirements and their compliance with them;
- Development and implementation of procedures for employees, agents, consultants, or volunteers who are not subject to the mandatory reporting laws for child abuse to report any observed or suspected incidents of child abuse to a mandated reporting party, within the program, who will ensure that the incident is reported to the appropriate agency;
- Provision of or arrangement of training in child abuse reporting laws ([Penal Code, Sections 11164 et seq.](#)) for all employees, agents, consultants, and volunteers, or verification that such persons have received training in the law within thirty (30) days of employment/volunteer activity.

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P. Department of Justice Clearance

Contractor shall obtain from the Department of Justice, records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment, or volunteers, for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in [Penal Code Section 11105.3](#). This includes licensed personnel who are not able to provide documentation of prior Department of Justice clearance. A copy of a license from the State of California is sufficient proof.

Contractor must have on file for review upon request a signed statement verifying Department of Justice clearance for all appropriate individuals.

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Q. Conditions of Employment

Contractor shall notify the Commission of any staff member, paid intern or volunteer who is knowingly or negligently employed who has been convicted of any crime of violence or of any sexual crime. Contractor shall investigate all incidents where an applicant, employee, or intern or volunteer has been arrested and/or convicted for any crime listed in Penal Code Section 11105.3 and shall notify the Commission. In the Commission's discretion, the Commission may instruct Contractor to take action to either deny/terminate employment or terminate internship and/or volunteer services where the investigation shows that the underlying conduct renders the person unsuitable for employment, internship or volunteer services.

R. Meeting Attendance

Contractor will be required to attend meetings, workshops and training sessions around issues related to Contractor's particular region or directly related to the type of services being provided by Contractor as determined by the Commission. Notifications of such meetings will be provided to Contractor at least ten (10) business days prior to the meeting.

S. Indemnification and Insurance Requirements

Contractor agrees to and shall comply with the following indemnification and insurance requirements:

1. Indemnification – The Contractor agrees to indemnify, defend (with counsel reasonably approved by the Commission) and hold harmless the Commission and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the Commission on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the Commission's "active" as well as "passive" negligence but does not apply to the Commission's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

2. Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the Commission and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the Commission to vicarious liability but shall allow coverage for the Commission to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
3. Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the Commission, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the Commission.
4. Policies Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the Commission.
5. Severability of Interests – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the Commission or between the Commission and any other insured or additional insured under the policy.
6. Proof of Coverage – The Contractor shall furnish Certificates of Insurance to the Commission Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required, shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
7. Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".
8. Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
9. Failure to Procure Coverage – In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the Commission has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the Commission will be promptly reimbursed by the Contractor or Commission payments to the Contractor will be reduced to pay for Commission purchased insurance.
10. Insurance Review – Insurance requirements are subject to periodic review by the Commission. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the Commission. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of

insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the Commission, inflation, or any other item reasonably related to the Commission's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the Commission to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the Commission.

11. The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

- a. Workers' Compensation/Employers Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this Contract.

If Contractor has no employees, it may certify or warrant to the Commission that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the Commission's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

- b. Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- 1) Premises operations, fixed assets and mobile equipment.
- 2) Products and completed operations.
- 3) Broad form property damage (including completed operations).
- 4) Explosion, collapse and underground hazards.
- 5) Personal injury
- 6) Contractual liability.
- 7) \$2,000,000 general aggregate limit.

- c. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

e. Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits

or

Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

or

Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

T. Licenses and Permits

Contractor shall comply with all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under the terms of the Contract shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations and agrees to pay all fees and other charges required thereby. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Contractor will notify the Commission immediately of loss or suspension of any such licenses and permits. Failure to comply with the provisions of this section may result in immediate termination of this Contract. to comply with the provisions of this section may result in immediate termination of this Contract.

U. Health and Safety

Contractor shall comply with all applicable local, state and federal to safety and health ordinances and statutes, including fire clearances, for each site where program services are provided under the terms of the Contract.

V. Contract Compliance/Equal Employment Opportunity

Contractor agrees to comply with the provisions of all applicable Federal, State, and County Laws, regulations and policies relating to equal employment or social services to Participant(s), including laws and regulations hereafter enacted. Contractor shall not unlawfully discriminate against any employee, applicant for employment, or service Participant(s) on the basis of race, national origin or ancestry, religion, sex, marital status, age, political affiliation, sexual orientation, or disability. Information on the above rules and regulations may be obtained from the Commission.

W. Attorney's Fees and Costs

Contractor understands and agrees that any and all legal fees or costs associated with lawsuits concerning this Contract against the Commission shall be the Contractor's sole expense and shall not be charged as a cost under this Contract. In the event of any Contract dispute hereunder, each party to

this Contract shall bear its own attorney's fees and costs regardless of who prevails in the outcome of the dispute.

X. 2-1-1 Registration

Contractor shall register with 2-1-1 San Bernardino County Inland Empire United Way within thirty (30) days of Contract's effective date and follow necessary procedures to be included in the 2-1-1 database. The Contractor shall notify the 2-1-1 San Bernardino County Inland Empire United Way of any changes in program services, location or contact information within ten (10) days of any change. Services performed as a result of being included in the 2-1-1 database, are separate and apart from the services being performed under this Contract and payment for such services will not be the responsibility of the Commission.

Y. Ownership Rights

The Commission shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge the Commission as the funding agency and Contractor as the creator of the publication.

Z. Attribution

Contractor shall properly acknowledge the Commission per the requirements stated in the First 5 San Bernardino Media Guidelines http://first5sanbernardino.org/Portals/39/pdf/media_guidelines.pdf .

AA. Incongruous Activities

Contractor agrees it will not perform or permit any political promotion or religious proselytizing activities in connection with the performance of this Contract. Contractor will ensure no staff will conduct activity intended to influence legislation, administrative rule making or the election of candidates for public office during the time compensated under this Contract or under representation such activity is being performed under this Contract.

BB. Reports

Contractor, in a timely and accurate manner, shall submit reports on designated key aspects of the project as required by the Commission. Instructions, format and required information for the content will be provided by the Commission and available on the website: www.first5sanbernardino.org. FAILURE TO SUBMIT REPORTS IN A TIMELY AND ACCURATE MANNER SHALL BE A MATERIAL BREACH OF THIS CONTRACT.

Report requirements include, but are not limited to, the following and may be subject to change.

▪ Program Reports

Contractor will submit Program Reports which include monthly and year-to-date progress on actual achievement of program targets compared to projected achievements as detailed in Program Work Plan (Attachment A) and other data collection information as requested by the Commission. Program Reports will include data on participants served as well as narrative information on lessons learned, course corrections and client success stories for the quarter. Contractor is required by the Commission to complete and submit Program Reports electronically via the Commission's web based data system. For each calendar month, Contractor shall provide the Commission with a Monthly Program Report within fifteen (15) calendar days from the end of the reporting period.

Contractor agrees that failure to submit reports as specified will be sufficient cause for the Commission to withhold any payment due until reporting requirements have been fulfilled.

- Fiscal Reports

For each calendar month, Contractor shall provide the Commission with a Monthly Fiscal Request for Reimbursement/Invoice within fifteen (15) calendar days from the end of the reporting period.

Contractor shall submit any and all Final/Revised Fiscal Reports by July 31 for the previous fiscal year period or part thereof during the Contract term. All reports submitted by July 31 will be considered final and no additional reports will be accepted after this date.

Contractor will fulfill evaluation and other reporting requirements as mandated by the Commission and the California Children and Families Commission.

Initial Here

- Asset Report

Contractor shall report all assets worth \$500 or more purchased with First 5 funds utilizing tools provided by the Commission for that purpose. The Straight Line method of depreciation will be applied to determine value. Closing Asset reports shall be submitted to the Commission staff no less than thirty (30) days prior to the normal conclusion of a Contract. If the Contract is terminated early under any fiscal provision or due to correction of performance deficiencies, Contractor shall submit the Closing Asset report within ten (10) business days of receiving notice of Contract termination.

Contractor agrees that failure to submit reports as specified will be sufficient cause for the Commission to withhold any payment due until reporting requirements have been fulfilled.

Initial Here

CC. Pro-Children Act of 1994

Contractor will comply with the Environmental Tobacco Smoke Act, also known as the Pro-Children Act of 1994 ([20 U.S.C. 6081 et seq.](#)).

DD. Debarment, Suspension, and Other Responsibility Matters

As required by [Executive Order 12549 \[51 Fed. Reg. 6370\]](#) (Feb. 18, 1986)] and Debarment and Suspension, And Other Responsibility Matters ([45 C.F.R., section 76](#)):

a. The Contractor certifies that it and any potential subcontractors:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions (as defined at [45 C.F.R. section 76.200](#)) by any federal department or agency;
- 2) Have not within a three (3)-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a) (2) of this certification; and
- 4) Have not within a three (3)-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

- b. Where the Contractor is unable to certify as true any of the statements in this certification, he or she shall provide a written explanation to the Commission prior to the execution of this Contract. A failure to comply with this section may constitute grounds for termination of this Contract.

EE. Conflict Resolution

The Commission and the County agree they will establish mutually satisfactory methods for problem resolution at the lowest possible level as the optimum, with a procedure to mobilize problem resolution through the appropriate chain of command, as deemed necessary.

FF. Environmental Requirements

The Commission has adopted a recycled product purchasing standards policy ([San Bernardino County Policy 11-10](#)), which requires Contractors to use recycled paper for proposals and for any printed or photocopied material created as a result of a Contract with the Commission. The policy also requires Contractors to use both sides of the paper sheets for reports submitted to the Commission whenever practicable.

IV. COMMISSION RESPONSIBILITIES

- A. Commission shall verify performance results of Contractor according to the Program Work Plan and other data collection information requested by the Commission in meeting terms of this Contract and the quality and effectiveness of services provided, based on criteria agreed upon, as delineated in this Contract.
- B. Commission shall compensate Contractor for approved expenses in accordance with Section V of this Contract.
- C. Commission shall specify all reports and deliverables required from the Contractor.
- D. Commission shall provide technical assistance as deemed necessary.
- E. The Commission will designate one individual to serve as the primary contact for the Contract and will notify the Contractor of this designee within fifteen (15) days of the Contract approval date.

V. FISCAL PROVISIONS

A. Contract Amount

The maximum amount of reimbursement under this Contract shall not exceed \$1,379,631 for the duration of the Contract term subject to the availability of California Children and Families Trust Fund monies. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor’s services and expenses incurred in the performance hereof. These funds are divided as follows:

Fiscal Year 2019-20	\$	<u>459,877</u>	July 1, 2019 through June 30, 2020
Fiscal Year 2020-21	\$	<u>459,877</u>	July 1, 2020 through June 30, 2021
Fiscal Year 2021-22	\$	<u>459,877</u>	July 1, 2021 through June 30, 2022

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B. Payment Provisions

The Commission will disburse funds on a reimbursement payment process based on the Contract budget amount for the applicable fiscal year and monthly report submissions.

If requested in writing, a one-time advance of funds in an amount not to exceed 15% of the annual contract amount may be issued the first month of the contract only. All subsequent monthly reimbursements will be determined by actual expenditures reflected on the monthly reports, projected costs and cash on hand collectively.

If an advance is requested and approved, 10% of the total advanced amount will be withheld from the monthly reimbursements to recover the advanced funds over a ten (10) month period.

The Commission reserves the right to reduce or withhold any payments from the Contractor for failure to submit reports in a timely and accurate manner or when the Contractor is not in compliance with

the Contract. Final payment under this Contract may be withheld until all requirements, including reports, for contract closure have been fulfilled by Contractor.

C. EFT Payments

Contractor shall accept all payments from the Commission via electronic funds transfers (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by the Commission required to process EFT payments.

D. Allowable Costs

Funds provided pursuant to this Contract shall be expended by Contractor in accordance with the Attachment B – Program Budget.

Such specified expenditures will be further limited to those that are considered both reasonable and necessary as determined by the Commission. Contractor agrees Commission may recover any payments for services or goods, including rental of facilities, which were not reasonable and necessary or which exceeded the fair market value. The recovery shall be limited to payments over and above reasonable or fair market amounts and any costs of recovery.

The reasonable and allowable reimbursement rate for use of motor vehicles, travel expenses and food is based on the current IRS allowable rate.

Costs must be incurred only during the Contract term, except when specifically approved by the Commission. Contractor shall not use current year funds to pay prior or future year obligations. Contractor will not be reimbursed for expenditures incurred after the expiration or termination of this Contract.

Contractor shall obtain Commission approval for all overnight travel and out of State travel as it relates to services provided in this Contract. Reimbursement as it relates to pre-approved travel will be based on the Federal allowable rate. Request must be submitted in writing thirty (30) days in advance of travel date and travel must be approved in advance by the Program Manager.

Contractor shall adhere to the County's Travel Management Policy (8-02) when travel is pursuant to this contract and for which reimbursement is sought from the Commission. In addition, Contractor shall, to the fullest extent practicable, utilize local transportation services, including but not limited to Ontario Airport, for all such travel.

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E. Supplanting of Funds

In accordance with the Commission's Supplantation Policy, Contractor shall not supplant any Federal, State or County funds intended for the purposes of this Contract with any funds made available under this Contract. Contractor shall not claim reimbursement from Commission for, or apply sums received from Commission with respect to that portion of its obligations, which have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining from finds another revenue source without prior written approval of the Commission.

F. Payment of Taxes

Commission is not liable for the payments of any taxes, other than applicable sales or use tax, resulting from this Contract however designated, levied or imposed, unless Commission would otherwise be liable for the payment of such taxes in the course of its normal business operations.

G. Budget Line Item Changes

A Budget Revision Request may be submitted by the Contractor to the Commission to modify a line or lines of the approved budget. The request must indicate the proposed line item changes, the budget as amended applying the requested changes and a written justification for each requested change. The request cannot result in any alteration or degradation to the program services and performance target as specified in this Contract.

The Executive Director, on behalf of the Commission, has the authority to approve (or deny) the request, provided that the modification does not deviate from the original intent of the contract or increase the total Contract amount. Contractor is limited to two (2) Budget Revision Requests per fiscal year.

The Contractor must submit any requests to the Commission no later than March 31st of the fiscal year. Requests must be submitted in hard copy form with original signatures. Postmarked envelopes received after March 31st will not be accepted in lieu of receipt.

H. Budget Line Item Variance

Annual variances in excess of 10% of a line item cannot be made by the Contractor without prior approval of the Commission. Variance shall not result in a change to the total Contract amount or an increase to the administrative cost allocation of the approved budget. Contractor shall provide written justification for any budget line item variances of more than 10%.

The 10% variance does not apply to Section A. Salaries and Benefits of the approved Budget.

I. Procurement

Contractor shall procure services or goods required under this Contract on a competitive basis, unless otherwise provided by law, and make selections based on obtaining the best value possible. When a non-competitive procurement is used, a written justification must be maintained and be made available upon request.

J. Fixed Assets

The purchase of any equipment, materials, supplies or property of any kind, including items such as publications and copyrights, which have a single unit cost of \$5000 or more, including tax, and was not included in Contractor's approved budget, shall require the prior written approval of the Executive Director of the Commission. Any such purchase shall directly relate to Contractor's services or activities under the terms of the Contract.

Any item with a single unit cost of \$500 or more, including tax, purchased with funds received under the terms of this Contract must undergo a 3-bid process. Items not fully consumed during the Contract term shall revert to be the property of the Commission, unless otherwise specified by the Commission. The disposition of such equipment or property must be approved by the Executive Director of the Commission upon Contract termination. If the reversion of any asset is demanded and not made to First 5 San Bernardino, the Commission reserves the right to reduce or withhold the value of the asset from any payments due to the Contractor for non-compliance.

Contractor shall maintain insurance against the loss, theft, or damage to any item with a single unit cost of \$500 or more, including tax, purchased with Commission funds for the full replacement value thereof in accordance with the provisions of Section III, subdivision S (Indemnification and Insurance Requirements).

K. Payor of Last Resort

Contractor shall attain funding through other sources than the Commission to provide services or support to participants whenever possible.

In cases where a participant is qualified for benefits from another source (such as MediCal, Healthy Families, federal or state funded programs, personal insurance, etc.), costs relating to services provided to that participant should be paid for by the primary payor first. Only the costs not covered will be allowable under this Contract. Written verification shall be provided upon request.

L. Fiscal Record Keeping

Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles (GAAP) and must account for all funds, tangible assets, revenue and expenditures.

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VI. RIGHT TO MONITOR AND AUDIT

A. Right to Monitor and Audit

The Commission or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to monitor and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Contractor shall give full cooperation during any auditing or monitoring conducted.

Contractor shall cooperate with Commission in the implementation and evaluation of this Contract and comply with any and all reporting requirements established by Commission.

B. Availability of Records

All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by the Commission, and State representatives for a period of five (5) years after final payment under the Contract or until all pending Commission and State audits are completed, whichever is later. Records, should include, but are not limited to participant files, monthly summary sheets, sign-in sheets, and other primary source documents. Contractor will have available for Commission review, all relevant financial records for the fiscal year being audited including documentation to verify shared costs or costs allocated to various funding sources as well as the basis for which the shared cost was allocated.

Program data shall be retained locally in San Bernardino County and made available upon request or turned over to Commission. If said records are not made available at the scheduled monitoring visit, Contractor may, at Commission's option, be required to reimburse Commission for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed \$50 per hour (including travel time) and be deducted from the invoiced monthly payment.

C. Assistance by Contractor

Contractor shall provide all reasonable facilities and assistance for the safety and convenience of Commission's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.

D. Independent Audit Provisions

On an annual basis, Contractor is required to hire an independent licensed Certified Public Accountant (CPA), who shall prepare and file with the Commission, an Independent Auditor's Report for the term of the Contract.

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E. Recovery of Investigation and Audit Costs

Contractor shall reimburse the Commission for all direct and indirect expenditures incurred in conducting an audit/investigation when Contractor is found in violation of the terms of the Contract. Reimbursement for such costs will be withheld from any amounts due to Contractor.

When additional information (receipts, paperwork, etc.) is requested of the Contractor as a result of any audit or monitoring, Contractor must provide all information requested by the deadline specified by the Commission. A failure to provide the information by the specified deadline, will subject the Contractor to the provisions of Section VII (Correction of Performance Deficiencies and Termination).

VII. CORRECTION OF PERFORMANCE DEFICIENCIES AND TERMINATION

A. Failure by Contractor to comply with any of the provisions, covenants, requirements, or conditions of this Contract shall be a material breach of this Contract. In such event the Commission, in addition to any other remedies available at law, in equity, or otherwise specified in this Contract, may:

- Afford Contractor a time period within which to cure the breach, which period shall be established at the sole discretion of the Executive Director; and/or

- Request Contractor provide and implement an action plan to correct breach within a reasonable timeframe; and/or
 - Discontinue reimbursement to the Contractor for and during the period in which the Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or;
 - Withhold funds pending duration of the breach; and/or
 - Offset against any monies billed by the Contractor but yet unpaid by the Commission those monies disallowed pursuant to bullet 3 of this paragraph; and/or
 - Provide a 30-day notice to terminate this Contract with just cause and be relieved of the payment of any consideration to the Contractor should the Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, the Commission may proceed with the work in any manner deemed proper by the Commission. The cost to the Commission shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.
- B. The Executive Director of the Commission, shall give Contractor notice of any action pursuant to this section, which notice shall be effective when given.
- C. The Executive Director of the Commission is authorized to exercise Commission's rights with respect to initiating any remedies or termination of this Contract in his/her sole discretion and to give notice as set forth below in this Contract.
- D. The Director of the Contractor is authorized to exercise Contractor's rights with respect to initiating any remedies or termination of this Contract in his/her sole discretion and to give notice as set forth below in this Contract.

VIII. TERM

- A. This Contract is effective commencing July 1, 2019 and expires June 30, 2022, but may be terminated earlier in accordance with provisions of paragraph below or Section VII of this Contract.
- Initial Here
- B. Notwithstanding the preceding paragraph, this Contract may be terminated by either party by serving a written notice thirty (30) days in advance of termination. The Children's Network Officer has the authority and discretion to exercise this right on behalf of the Board of Supervisors. The Executive Director of the Commission has the authority and discretion to exercise this right on behalf of the Commission.
- C. The contract term may be extended for two (2) additional one (1)-year periods by mutual agreement of the parties.
- D. Continuation of this Contract for each fiscal year after June 30, 2022 is contingent on a Program Work Plan and a Program Budget being submitted by Contractor and approved by the Commission. Continuation of this Contract is also contingent on the priorities, direction, and vision for investments of the Commission.

IX. GENERAL PROVISIONS

A. Notices

When notices are required to be given pursuant to this Contract, the notices shall be in writing and mailed to the following respective addresses listed below.

Contractor: County of San Bernardino
 Children's Network
 825 E. Hospitality Lane, 2nd Floor
 San Bernardino, CA 92415-0049

Commission: First 5 San Bernardino
735 E. Carnegie Drive, Suite 150
San Bernardino, CA 92408

- B. Commission shall have Power of Attorney to pay delinquent debts and unpaid wages from accounts payable to Contractor in the event debts and wages have not been paid on a current basis.
- C. Nothing contained in this Contract shall be construed as creating a joint venture, partnership or employment arrangement between the parties hereto, nor shall either party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the party hereto.
- D. Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and Commission.
- E. Any alterations, variations, modifications, or waivers of provisions of the Contract, unless specifically allowed in the Contract, shall be valid only when they have been reduced to writing, duly signed and approved by the authorized representatives of both parties as an amendment to this Contract. No oral understanding or contract not incorporated herein shall be binding on any of the parties hereto. No course of dealing and no delay or failure of a party in exercising any right under any contract shall affect any other or future exercise of that right or any exercise of any other right. A party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.

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- F. If any provision of the Contract is held by a court of competent jurisdiction to be unenforceable or contrary to law, it shall be modified where practicable to the extent necessary so as to be enforceable, giving effect to the intention of the parties, and the remaining provisions of the Contract shall not be affected.
- G. The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.
- H. Contractor understands and agrees that any and all legal fees or costs associated with lawsuits against Commission concerning this Contract shall be Contractor's sole expense and shall not be charged as a cost under this Contract. In the event of any contract dispute hereunder, each party to this Contract shall bear its own attorneys' fees and costs regardless of who prevails in the outcome of the dispute.

X. NONDISCRIMINATION

A. General

Contractor agrees to serve all clients without regard to race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap or disability pursuant to the Civil Rights Act of 1964, as amended (42 U.S.C., Section 2000d), Executive Order No. 11246, September 24, 1965, as amended, Title IX of the Education Amendments of 1972, and Age Discrimination Act of 1975.

Contractor shall not engage in any unlawful discriminatory practices in providing services, employment of personnel, or in any other respect on the basis of race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap or disability.

B. Americans with Disabilities Act/Individuals with Disabilities

Contractor agrees to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) which prohibits discrimination on the basis of disability, as well as all applicable Federal and

State laws and regulations, guidelines and interpretations issued pursuant thereto. Contractor shall report to the applicable Commission Staff if its offices/facilities have accommodations for people with physical disabilities, including offices, exam rooms, and equipment.

C. Employment and Civil Rights

Contractor agrees to and shall comply with the County's Equal Employment Opportunity Program and Civil Rights Compliance requirements:

1. Equal Employment Opportunity Program

Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and rules and regulations adopted pursuant thereto: Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, and 13672; Title VII of the Civil Rights Act of 1964 (and Division 21 of the California Department of Social Services Manual of Policies and Procedures and California Welfare and Institutions Code, Section 10000); the California Fair Employment and Housing Act; and other applicable Federal, State, and County laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

2. Civil Rights Compliance

Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by State regulation. Consistent with the requirements of applicable Federal or State law, the Contractor shall not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual preference or mental or physical disabilities. The Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified individuals with disabilities in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of the United States Department of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977. The Contractor shall include the nondiscrimination and compliance provisions of this Contract in all subcontracts to perform work under this Contract.

D. Sexual Harassment

Contractor agrees that clients have the right to be free from sexual harassment and sexual contact by all staff members and other professional affiliates.

XI. IMPROPER CONSIDERATION

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the Commission in an attempt to secure favorable treatment regarding this Contract.

The Commission, by written notice, may immediately reject any proposal or terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the Commission with respect to this Contract. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.

Contractor shall immediately report any attempt by a Commission officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the Commission. In the event of a termination under this provision, the Commission is entitled to pursue any available legal remedies.

XII. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS

The Commission reserves the right to request the information described herein from the Contractor. Failure to provide the information may result in termination of the Contract. The Commission also reserves the right to obtain the requested information by way of a background check performed by an

investigative firm. The Contractor also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in termination of the Contract.

The Contractor may be asked to disclose whether the firm or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firms business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Contractor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For the purposes of this provision "key employees" includes any individuals providing direct service to the Commission. "Key employees" do not include clerical personnel providing service at the Contractor's offices or locations.

continued on next page

XI. CONCLUSION

- A. This Contract, consisting of 24 pages and Attachments A and B inclusive, is the full and complete document describing services to be rendered by Contractor to Commission, including all covenants, conditions, and benefits. Attachments A and B are attached hereto and incorporated herein as though set forth in full.
- B. The signatures of the parties affixed to this Contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.

**CHILDREN & FAMILIES COMMISSION FOR
SAN BERNARDINO COUNTY**

COUNTY OF SAN BERNARDINO

Legal Entity

▶ _____
Authorized Signature

Maxwell Ohikhuare, M.D.
Printed Name

Commission Chair
Title

Dated

▶ _____
Authorized Signature

Curt Hagman
Printed Name

Chairman, Board of Supervisors
Title

Dated

Official Stamp

Reviewed for Processing

▶ _____
Cindy Faulkner
Assistant Director

Date

Approved as to Legal Form

▶ _____
Sophie Akins
Commission Counsel

Date

Presented to Commission for
Signature

▶ _____
Karen E. Scott
Executive Director

Date



Agency Name: County of San Bernardino

Contract #: SI030

Program Name: Children's Network

Fiscal Year: 2019 – 2022

Service Area: Countywide

Expectations(s):	Planning, delivery, and evaluation of media campaigns, workshops and collaborative meetings for child serving agencies (0-5)		
Outcome(s):	Increase ability within cross disciplinary departments to have measurable intervention impact for children (0-5)		
Objective	Activity	Dosage	Verification
Host Shine a Light on Child Abuse Award's Breakfast	Planning, development and evaluation analysis	One time	Quarterly Report
Host Children's Network Conference	Planning, development and evaluation analysis	One time	Quarterly Report
Media education and awareness campaign on child abuse/neglect, safe sleep, post-partum depression, domestic violence, child burn prevention and father engagement in collaboration with Children's Policy Council, Child Abuse Prevention Council, First 5 San Bernardino, and other 0-5 serving agencies as deemed appropriate.	Educate and bring awareness to the public about child abuse, safe sleep, shaken baby syndrome, post-partum depression, domestic violence, child burn prevention and father engagement.	Ongoing	Quarterly Report (<i>including, planning document, media plan & campaign evaluation report and meeting minutes and correspondence</i>)
Child Death Review meeting oversight	Facilitate monthly CDRT meetings	Monthly	Quarterly and Annual Reports
Increase awareness of community resources with First 5 funded partners	Collaborate and provide resources to bi-monthly collaboration and First 5 funded partners	Varies	Quarterly Report
Continue Shaken Baby Syndrome program	Develop partnerships with local medical clinics and various public agencies to extend shaken baby syndrome prevention training.	Ongoing	Quarterly Report
Father Engagement	<ol style="list-style-type: none"> 1) Facilitate collaborative network that builds the capacity of family serving agencies. 2) Coordinate support services that are accessible and father friendly. 	<p>Varies</p> <p>Ongoing</p>	<p>Sign-in sheets/ Quarterly Report</p> <p>Sign-in sheets, post event evaluations, and quarterly reports</p>



FIRST 5 SAN BERNARDINO
 PROGRAM BUDGET
 FISCAL YEAR: 2019-2020

ORGANIZATION:	Children's Network	DIRECTOR:	Linda Revoner	PROGRAM YEAR:	2019-2020
PROGRAM TITLE:	Community Engagement	PROGRAM DIRECTOR:	Janki Patel	TOTAL BUDGET:	459,877
INITIATIVE:		FINANCE OFFICER:	Jannette Zito	RFP/CONTRACT #:	SI030

LINE	BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	F5SB SALARY	F5SB BENEFITS	F5SB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION
I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J
	Name:	Position:									
1	Jannette Zito	0.75	26.18	1,560	27%	40,841	11,027	51,868	69,157	75%	This position is for fiscal management of the FIRST 5 contracts, data collection, and analysis of data. Also provides support to SART and CAP programs. Produces the annual report and CART report. Assists in the implementation and planning of the Children's Network campaigns.
2	Hillary Steenson-Ray	0.75	24.82	1560	27%	38,719	10,454	49,173	65,565	75%	Attendance at community events throughout county disseminating CAP and safety materials. Will assists First 5 contracted agencies with resource information. Assists in the implementation and planning of the Children's Network campaigns.
3	Janki Patel	0.50	32.64	1040	32%	33,946	10,863	44,808	89,616	50%	Plans and implements major CN events including conference and breakfast. Will serve as lead staff in launching Shaken baby prevention pilot with ARM.C.



FIRST 5 SAN BERNARDINO
 PROGRAM BUDGET
 FISCAL YEAR: 2019-2020

ORGANIZATION:	Children's Network	DIRECTOR:	Linda Revoner	PROGRAM YEAR:	2019-2020
PROGRAM TITLE:	Community Engagement	PROGRAM DIRECTOR:	Janki Patel	TOTAL BUDGET:	459,877
INITIATIVE:		FINANCE OFFICER:	Jannette Zito	RFP/CONTRACT #:	SI030

LINE	BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	F5SB SALARY	F5SB BENEFITS	F5SB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION
I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J
4	Juan Solis Father Engagement Coordinator	1.00	24.41	2080	37%	50,762	18,950	69,712	69,712	100%	Under direction, performs administrative and operational program development activities; analyzes, recommends and develops policies/ procedures and tools for agency/department programs. Organizes, coordinates and implements training and outreach relating to the importance of father involvement. Acts as liaison between First 5 San Bernardino, County, and community-based organizations.
Total Salaries & Benefits						\$ 164,268	\$ 51,293	\$ 215,561	\$ 294,050		



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2019-2020**

ORGANIZATION:	Children's Network	DIRECTOR:	Linda Revoner	PROGRAM YEAR:	2019-2020
PROGRAM TITLE:	Community Engagement	PROGRAM DIRECTOR:	Janki Patel	TOTAL BUDGET:	459,877
INITIATIVE:	0	FINANCE OFFICER:	Jannette Zito	RFP/CONTRACT #:	SI030

II. SERVICES & SUPPLIES				
	Expense:	% of Allocation:	TOTAL F5SB BUDGET (\$)	Description/Justification:
1	Program Materials/ Supplies	7%	\$ 34,000	Purchase child abuse prevention literature, safe baby/toddler materials, and promotional items, for dissemination in the community. Pay for fees associated with hosting collaborative meetings and participating in community fair/events. Purchase Safe Sleep Survival kits for parents of newborns. Pay for other child abuse prevention program materials as deemed necessary (i.e., post-partum campaign that children's network develops).
2	Staff Development	2%	\$ 10,000	Staff will attend 0-5 training and conferences, as well as conferences/training related to child abuse prevention. The Network Officer and Associate Network Officer may also attend 0-5 specific training and conferences. The expenses associated with the training will include: conference registration, airfare, hotel, and meals, and automobile mileage; and are included on this line item to mirror budgeting practices of the Children's Network. Any out of State travel will be pre-approved by First 5 San Bernardino using the appropriate form and submitted as outlined in the contract.
3	Advertising	27%	\$ 125,000	Advertising related to child abuse prevention, safe sleep for infants, child burn prevention post-partum depression and fatherhood campaigns. Type and location of advertising will be based on market analysis. Year round presence of advertising is the goal with placement of at least one item per quarter. An additional advertising source will be to maintain Fatherhood website domain.



FIRST 5 SAN BERNARDINO

PROGRAM BUDGET

FISCAL YEAR: 2019-2020

ORGANIZATION:	Children's Network	DIRECTOR:	Linda Revoner	PROGRAM YEAR:	2019-2020
PROGRAM TITLE:	Community Engagement	PROGRAM DIRECTOR:	Janki Patel	TOTAL BUDGET:	459,877
INITIATIVE:	0	FINANCE OFFICER:	Jannette Zito	RFP/CONTRACT #:	SI030

4	Printing	2%	\$ 10,000	Cost of printing brochures and posters i.e. safe sleep. Post-partum depression, and other 0-5 specific topic. Cost of printing materials related to Shaken Baby Syndrome prevention program. As well as the Annual Report and CDRT report.
5	Professional Services/ Consultant	2%	\$ 10,000	This amount will support the CE program, providers, and community partners by providing appropriate professional trainings and consultation through-out the year. The topics of the trainings will reflect the campaigns Children's Network highlights in this fiscal year. The decision to highlight a particular campaign is driven by the data derived from CDRT and other meetings attended by Network Staff, as well as needs and gaps in services/campaigns that are identified through the Children's Policy Council Strategic Planning process. Subject matter experts will be chosen to facilitate these trainings to community partners/providers, parents, families, or County employees. Children's Network will continue to campaign Safe Sleep, Dial 211, Post-Partum Depression, Shaken Baby Pilot, and will work to highlight different campaigns through the year. These trainings are intended to increase skill and knowledge in working with children ages 0-5 and families. These trainings may take place at venues throughout the County. All dollars expended in this line item will require a sign in sheet for attendees and what programs the participants provide for the 0-5 children and their families. Also, the sign in sheet must indicate whether First 5 San Bernardino funds programs/activities for attending participants or their agency.
	Total Services & Supplies		\$ 189,000	



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2019-2020**

ORGANIZATION:	Children's Network	DIRECTOR:	Linda Revoner	PROGRAM YEAR:	2019-2020
PROGRAM TITLE:	Community Engagement	PROGRAM DIRECTOR:	Janki Patel	TOTAL BUDGET:	459,877
INITIATIVE:	0	FINANCE OFFICER:	Jannette Zito	RFP/CONTRACT #:	SI030

III. FOOD

Event(s):	TOTAL F5SB BUDGET	Description/Justification:
1 Collaborative Meetings	1,080	Light refreshment will be provided at the monthly Child Abuse Prevention Meetings (\$30/meeting = \$360)/ Children's Network will also provide light refreshments at the four collaborative meetings that take place bi-monthly (\$15/meeting, 4 meetings, every other month = \$360). Additionally refreshments will be provided at the monthly Inland Empire Father Involvement Coalition Meetings (\$30/meeting = \$360).
2 Training and Community Events	6,236	Food for County-wide trainings and community events. Specific trainings will be chosen through-out the year to reflect the campaigns that Children's Network highlights. Examples include, but are not limited to: Safe Sleep, Post-Partum Depression, Car seat safety, Dial 211, Shaken Baby Project and Father Engagement. Actual cost of food may vary depending on the number of attendees and food chosen. All dollars expended in this line item will require a sign in sheet for attendees and what programs the participants provide for the 0-5 children and their families. Also, the sign in sheet must indicate whether First 5 San Bernardino funds programs/activities for attending participants or their agency.
Total Food	\$ 7,316	

IV. TRAVEL

Destination:	Purpose:	TOTAL F5SB BUDGET	Description/Justification:
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FIRST 5 SAN BERNARDINO

PROGRAM BUDGET

FISCAL YEAR: 2019-2020

ORGANIZATION:	Children's Network	DIRECTOR:	Linda Revoner	PROGRAM YEAR:	2019-2020
PROGRAM TITLE:	Community Engagement	PROGRAM DIRECTOR:	Janki Patel	TOTAL BUDGET:	459,877
INITIATIVE:	0	FINANCE OFFICER:	Jannette Zito	RFP/CONTRACT #:	SI030

1				
	Total Travel		-	

V. SUBCONTRACTORS

	Organization Name:	TOTAL F5SB BUDGET	Description/Justification:
1	National Orange Show	\$10,000	The annual Shine a Light on Child Abuse Prevention Awards Breakfast is held at this central location each year.
2	Ontario Convention Center	\$38,000	This is the only venue that can meet the needs of our conference based on our large attendance. The total fees cover rental, food, parking, and other fees for over 500 participants.
3			
4			
5			
	Total Subcontractors	48,000	

VI. INDIRECT COSTS

	Percent:		
	Basis:		
	Total Indirect Costs	-	

TOTAL FIRST 5 BUDGET	\$	459,877
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FIRST 5 SAN BERNARDINO
 PROGRAM BUDGET
 FISCAL YEAR: 2020-2021

ORGANIZATION:	Children's Network	DIRECTOR:	Linda Revoner	PROGRAM YEAR:	2020-2021
PROGRAM TITLE:	Community Engagement	PROGRAM DIRECTOR:	Janki Patel	TOTAL BUDGET:	459,877
INITIATIVE:		FINANCE OFFICER:	Jannette Zito	RFP/CONTRACT #:	SI030

LINE	BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	F5SB SALARY	F5SB BENEFITS	F5SB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION
I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J
	Name:	Position:									
1	Jannette Zito	0.75	26.18	1,560	27%	40,841	11,027	51,868	69,157	75%	This position is for fiscal management of the FIRST 5 contracts, data collection, and analysis of data. Also provides support to SART and CAP programs. Produces the annual report and CART report. Assists in the implementation and planning of the Children's Network campaigns.
2	Hillary Steenson-Ray	0.75	24.82	1560	27%	38,719	10,454	49,173	65,565	75%	Attendance at community events throughout county disseminating CAP and safety materials. Will assists First 5 contracted agencies with resource information. Assists in the implementation and planning of the Children's Network campaigns.
3	Janki Patel	0.50	32.64	1040	32%	33,946	10,863	44,808	89,616	50%	Plans and implements major CN events including conference and breakfast. Will serve as lead staff in launching Shaken baby prevention pilot with ARMC.
4	Juan Solis	1.00	24.41	2080	37%	50,762	18,950	69,712	69,712	100%	Under direction, performs administrative and operational program development activities; analyzes, recommends and develops policies/ procedures and tools for agency/department programs. Organizes, coordinates and implements training and outreach relating to the importance of father involvement. Acts as liaison between First 5 San Bernardino, County, and community-based organizations.
Total Salaries & Benefits						\$ 164,268	\$ 51,293	\$ 215,561	\$ 294,050		



FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2020-2021

ORGANIZATION:	Children's Network	DIRECTOR:	Linda Revoner	PROGRAM YEAR:	2020-2021
PROGRAM TITLE:	Community Engagement	PROGRAM DIRECTOR:	Janki Patel	TOTAL BUDGET:	459,877
INITIATIVE:	0	FINANCE OFFICER:	Jannette Zito	RFP/CONTRACT #:	SI030

II. SERVICES & SUPPLIES				
	Expense:	% of Allocation:	TOTAL F5SB BUDGET (\$)	Description/Justification:
1	Program Materials/ Supplies	7%	\$ 34,000	Purchase child abuse prevention literature, safe baby/toddler materials, and promotional items, for dissemination in the community. Pay for fees associated with hosting collaborative meetings and participating in community fair/events. Purchase Safe Sleep Survival kits for parents of newborns. Pay for other child abuse prevention program materials as deemed necessary (i.e., post-partum campaign that children's network develops).
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**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2020-2021**

ORGANIZATION:	Children's Network	DIRECTOR:	Linda Revoner	PROGRAM YEAR:	2020-2021
PROGRAM TITLE:	Community Engagement	PROGRAM DIRECTOR:	Janki Patel	TOTAL BUDGET:	459,877
INITIATIVE:	0	FINANCE OFFICER:	Jannette Zito	RFP/CONTRACT #:	SI030

4	Printing	2%	\$ 10,000	Cost of printing brochures and posters i.e. safe sleep. Post-partum depression, and other 0-5 specific topic. Cost of printing materials related to Shaken Baby Syndrome prevention program. As well as the Annual Report and CDRT report.
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Total Services & Supplies			\$ 189,000	



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2020-2021**

ORGANIZATION:	Children's Network	DIRECTOR:	Linda Revoner	PROGRAM YEAR:	2020-2021
PROGRAM TITLE:	Community Engagement	PROGRAM DIRECTOR:	Janki Patel	TOTAL BUDGET:	459,877
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III. FOOD

Event(s):	TOTAL F5SB BUDGET	Description/Justification:
1 Collaborative Meetings	1,080	Light refreshment will be provided at the monthly Child Abuse Prevention Meetings (\$30/meeting = \$360)/ Children's Network will also provide light refreshments at the four collaborative meetings that take place bi-monthly (\$15/meeting, 4 meetings, every other month = \$360). Additionally refreshments will be provided at the monthly Inland Empire Father Involvement Coalition Meetings (\$30/meeting = \$360).
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3		
Total Food	\$ 7,316	

IV. TRAVEL

Destination:	Purpose:	TOTAL F5SB BUDGET	Description/Justification:
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FIRST 5 SAN BERNARDINO

PROGRAM BUDGET

FISCAL YEAR: **2020-2021**

ORGANIZATION:	Children's Network	DIRECTOR:	Linda Revoner	PROGRAM YEAR:	2020-2021
PROGRAM TITLE:	Community Engagement	PROGRAM DIRECTOR:	Janki Patel	TOTAL BUDGET:	459,877
INITIATIVE:	0	FINANCE OFFICER:	Jannette Zito	RFP/CONTRACT #:	SI030

1				
	Total Travel		-	

V. SUBCONTRACTORS

	Organization Name:	TOTAL F5SB BUDGET	Description/Justification:
1	National Orange Show	\$10,000	The annual Shine a Light on Child Abuse Prevention Awards Breakfast is held at this central location each year.
2	Ontario Convention Center	\$38,000	This is the only venue that can meet the needs of our conference based on our large attendance. The total fees cover rental, food, parking, and other fees for over 500 participants.
3			
4			
5			
	Total Subcontractors	48,000	

VI. INDIRECT COSTS

	Percent:		
	Basis:		
	Total Indirect Costs	-	

TOTAL FIRST 5 BUDGET	\$	459,877
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FIRST 5 SAN BERNARDINO
 PROGRAM BUDGET
 FISCAL YEAR: 2021-2022

ORGANIZATION:	Children's Network	DIRECTOR:	Linda Revoner	PROGRAM YEAR:	2021-2022
PROGRAM TITLE:	Community Engagement	PROGRAM DIRECTOR:	Janki Patel	TOTAL BUDGET:	459,877
INITIATIVE:		FINANCE OFFICER:	Jannette Zito	RFP/CONTRACT #:	SI030

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FIRST 5 SAN BERNARDINO

PROGRAM BUDGET

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**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2021-2022**

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PROGRAM TITLE:	Community Engagement	PROGRAM DIRECTOR:	Janki Patel	TOTAL BUDGET:	459,877
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	Total Services & Supplies		\$ 189,000	



FIRST 5 SAN BERNARDINO

PROGRAM BUDGET

FISCAL YEAR: 2021-2022

ORGANIZATION:	Children's Network	DIRECTOR:	Linda Revoner	PROGRAM YEAR:	2021-2022
PROGRAM TITLE:	Community Engagement	PROGRAM DIRECTOR:	Janki Patel	TOTAL BUDGET:	459,877
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III. FOOD			
	Event(s):	TOTAL F5SB BUDGET	Description/Justification:
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3			
	Total Food	\$ 7,316	

IV. TRAVEL



FIRST 5 SAN BERNARDINO

PROGRAM BUDGET

FISCAL YEAR: 2021-2022

ORGANIZATION:	Children's Network	DIRECTOR:	Linda Revoner	PROGRAM YEAR:	2021-2022
PROGRAM TITLE:	Community Engagement	PROGRAM DIRECTOR:	Janki Patel	TOTAL BUDGET:	459,877
INITIATIVE:	0	FINANCE OFFICER:	Jannette Zito	RFP/CONTRACT #:	SI030

	Destination:	Purpose:	TOTAL F5SB BUDGET	Description/Justification:
1				
	Total Travel		-	
V. SUBCONTRACTORS				
	Organization Name:		TOTAL F5SB BUDGET	Description/Justification:
1	National Orange Show		\$10,000	The annual Shine a Light on Child Abuse Prevention Awards Breakfast is held at this central location each year.
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3				
4				
5				
	Total Subcontractors		48,000	
VI. INDIRECT COSTS				
	Percent:			
	Basis:			
	Total Indirect Costs		-	
TOTAL FIRST 5 BUDGET			\$ 459,877	



Program Outline Document 2019-2020

AGENCY INFORMATION

Contract #: SI030

Legal Entity: County of San Bernardino

Dept./Division: Children's Network

Project Name: Community Engagement

Address: 825 East Hospitality Lane, 2nd Floor
San Bernardino, CA 92415

Phone #: 909-383-9677

Website: <http://hs.sbcounty.gov/CN>

Fax #: 909-383-9688

Program Site Address: 825 East Hospitality Lane, 2nd Floor
San Bernardino, CA 92415

Client Referral Phone # 909-383-9677

CONTACT INFORMATION

SIGNING AUTHORITY

Name: Curt Hagman

Title: First District Supervisor and
Chairman, Board of Supervisors

Address: 385 N. Arrowhead Avenue, 5th Floor
San Bernardino, CA 92415

Direct Phone #: 909-387-4830

Fax #: _____

E-Mail: Curt.Hagman@bos.sbcounty.gov

CONTRACT REPRESENTATIVE

Name: Linda Revoner

Title: Interim Network Officer

Address: 825 East Hospitality Lane, 2nd Floor
San Bernardino, CA 92415

Direct Phone #: 909-383-9758

Fax #: 909-383-9688

E-Mail: Linda.revoner@hss.sbcounty.gov

PROGRAM CONTACT

Name: Janki Patel

Title: Community & Events Coordinator

Address: 825 East Hospitality Lane, 2nd Floor
San Bernardino, CA 92415

Direct Phone #: 909-383-9651

Fax #: 909-383-9688

E-Mail: Janki.patel@hss.sbcounty.gov

FISCAL CONTACT

Name: Jannette Zito **Title:** Staff Analyst II
Address: 825 East Hospitality Lane, 2nd Floor **Direct Phone #:** 909-383-9771
San Bernardino, CA 92415 **Fax #:** 909-383-9688
E-Mail: Jannette.zito@hss.sbcounty.gov

ADDITIONAL CONTACT (Describe): Program

Name: Hillary Steenson-Ray **Title:** Child Abuse Prevention/
Coordinator Media Specialist
Address: 825 East Hospitality Lane, 2nd Floor **Direct Phone #:** 909-383-9732
San Bernardino, CA 92415 **Fax #:** 909-383-9688
E-Mail: Hillary.Steenson-Ray@hss.sbcounty.gov

PROGRAM INFORMATION

TYPE OF AGENCY

- Educational Institution **Describe:** Choose an item.
- Government Agency **Describe:** County
- Private Entity/Institution **Describe:** Choose an item.
- Community-Based **Describe:** Choose an item.

FIRST 5 FOCUS AREA

STRATEGY

- | | | |
|---|---|--|
| <input type="checkbox"/> Health | <input type="checkbox"/> Early Screening and Intervention | <input type="checkbox"/> Health & Safety Education |
| | <input type="checkbox"/> Health Care Access | <input type="checkbox"/> Other: |
| | <input type="checkbox"/> Oral Health | <hr/> |
| <input type="checkbox"/> Education | <input type="checkbox"/> Early Education Programs | <input type="checkbox"/> Quality Provider Programs |
| | <input type="checkbox"/> Access to Quality Child Care | <input type="checkbox"/> Other: |
| | | <hr/> |
| <input type="checkbox"/> Family | <input type="checkbox"/> Parent Education | <input type="checkbox"/> Other: |
| | <input type="checkbox"/> Resource Center & Case Management | <hr/> |
| <input checked="" type="checkbox"/> Systems | <input type="checkbox"/> Integrated Systems Planning & Implementation | <input checked="" type="checkbox"/> Community Outreach |
| | <input type="checkbox"/> Countywide Information Referral Systems | <input type="checkbox"/> Other: |
| | <input type="checkbox"/> Organizational Capacity Building | <hr/> |

PROGRAM DESCRIPTION

SERVICE AREA (LOCATIONS)

Countywide

Children’s Network will provide leadership, information and resources to departments working with children 0-17 however, primary focus and percentages represented in objective (work plan expectations) are for population of children 0-5 served within San Bernardino County

COMMISSION LEVEL OUTCOMES

SPA 2 Systems and Networks
Goal 1.2 Leadership as a Convener and Partner
Objective 2.1.b Families, providers and stakeholders collaborate effectively to improve the well-being of the child

ASSIGNED ANALYST: Renee Jones

CONTRACT AMOUNT

Fiscal Year	Amount
2019-2020	\$ 459,877
2020-2021	\$ 459,877
2021-2022	\$ 459,877
Total	\$ 1,379,631